

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

ALLSTATE INSURANCE COMPANY, an)
insurance company domiciled in the State of)
Illinois,)

No. 3:10-cv-05893-RBL

Plaintiff,)

ORDER GRANTING PLAINTIFF'S
MOTION FOR SUMMARY
JUDGMENT

v.)

A. J. L., a minor; KEVIN S. ANDREWS; Z. A.)
R., deceased minor; BRADLEY REID and)
THERESA REID, husband and wife and the)
marital community comprised thereof,)
individually and as parents of A. J. L.;)
DAPHNE ANDREWS individually and as)
parent of Z. A. R.; ROSEMARY L. AYERS)
and ROBERT J. AYERS, husband and wife and)
the marital community comprised thereof, and)
as parents of J. J. A. and C. R. A., minor)
children; and CARLOS BENAVIDEZ, JR. and)
JANE DOE BENAVIDEZ, husband and wife)
and the marital community comprised thereof.)

Defendants.)

This matter is before the Court on plaintiff Allstate Insurance Company's Motion for Summary Judgment [Dkt. # 40]. Plaintiff's Declaratory Judgment action seeks a coverage determination. Allstate's Motion seeks a ruling as a matter of law that its insurance policy does not provide coverage for an accident involving an automobile driven by A.J.L. (a minor).

1 Plaintiff's Motion is well taken and thorough. No Defendant has filed a response of any
2 kind, though any response was due August 8, 2011. Under W.D. Wash. Local Civil Rule
3 7(b)(4), the court deems the failure to respond to be an admission that the motion has merit.

4 Now, therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

5 1. Allstate Insurance Company's Motion for Summary Judgment [Dkt. #40] is
6 GRANTED;

7 2. There is no liability coverage under Allstate Auto Policy No. 076769136 for any
8 claims or lawsuits that have arisen or may arise out of the automobile accident that occurred on
9 July 8, 2010 when A.J.L. was driving a 2001 Saturn;

10 3. There is no underinsured motorist coverage under Allstate Auto Policy No.
11 076769136 for claims that have arisen or may arise out of the automobile accident that occurred
12 on July 8, 2010 when Alex Lord was driving a 2001 Saturn;

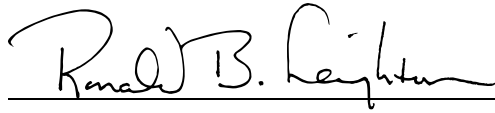
13 4. There is no Personal Injury Protection coverage for A.J.L. under Allstate Auto
14 Policy No. 076769136 for claims that he may have arising out of the automobile accident that
15 occurred on July 8, 2010 involving the 2001 Saturn;

16 5. Any claims for Personal Injury Protection coverage under Allstate Auto Policy
17 No. 076769136 made for or on behalf of Z.A.R. and Kevin Andrews arising out of the July 8,
18 2010 accident, are subject to the limits of that coverage and all the terms, conditions and
19 limitations contained therein and will be excess over other similar motor vehicle first party
20 benefits applicable to the 2001 Saturn owned and insured by Paul Lord; and

21 6. Allstate Insurance Company has no duty to defend or indemnify A.J.L. under
22 Allstate Auto Policy No. 076769136 for any claims that have been or may be filed by any
23 persons or entities arising out of the July 8, 2010 auto accident.
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1 IT IS SO ORDERED this case is Dismissed with prejudice.

2 DATED this 8th day of September 2011.

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5 RONALD B. LEIGHTON
6 UNITED STATES DISTRICT JUDGE
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